


INVITATION TO NEGOTIATE		BID DUE DATE AND TIME		
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE		<b>03/11/2021      02:00 PM      CT</b>		
<b>SOLICITATION</b> RFQ-0000001313 <b>SUPPLIER #</b> <b>SUPPLIER NAME AND ADDRESS</b> <div data-bbox="180 394 790 606" style="border: 1px solid black; height: 100px; width: 100%;"></div>		<b>RETURN BID TO</b> Louisiana State University and Agricultural and Mechanical College Procurement 213 Thomas Boyd Hall Baton Rouge, LA 70803  <b>Buyer</b> Stephen Walczak <b>Buyer Phone</b> +1 (225) 578-2303 <b>Buyer Email</b> swalczak@lsu.edu <b>Issue Date</b> 02/22/2021		
TITLE: Faculty Activity Reporting and Review Software				
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**LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL COLLEGE**



**INVITATION TO NEGOTIATE (ITN)  
FOR  
FACULTY ACTIVITY REPORTING AND REVIEW SYSTEM**

**SOLICITATION # ITN-0000001313**

**PROPOSALS DUE: 3/11/2021 by 2:00 PM CST**

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## 1. Purpose

Louisiana State University, with an enrollment of approximately 35,000 students, is the State's Flagship University holding land-, sea-, and space-grant status. The university's core tripartite mission of teaching, research, and service is realized through the efforts of approximately 1,350 faculty members. To support the academic endeavors of faculty is to preserve LSU's core and to contribute to improvement of the human condition in Louisiana, the nation, and the wider global community.

The university has in place a number of policies and procedures to ensure a productive and thriving faculty. As with any large organization, administrative processes ensure proper implementation of policies and successful completion of necessary procedures. Faculty members demonstrate productivity by assembling and sharing activity dossiers commonly called Curricula Vitae (C.V.). In most cases, faculty members update and submit for review a C.V. on an annual basis in order for performance to be appraised. Faculty also assemble detailed files and recommendations to undergo review to be promoted in rank and/or granted tenure. Both the development of dossiers and applications as well as the sequential routing for review are critical to accomplish these tasks. Beyond performance appraisal or professional evaluation, faculty also submit applications for sabbatical leave to focus on special academic projects.

The above examples represent detailed processes for which LSU seeks an efficient and effective systematic solution. In the broadest of terms, the university requires the following:

- a) An intuitive and user-friendly mechanism to input, store, and present faculty activity
- b) A customizable, logical, and sophisticated system of routing faculty records through multiple levels of administrative review.

## 2. Goals and Objectives

The university seeks a solution to facilitate the following:

- Curriculum Vita Repository
- Promotion and Tenure Reviews
- Reappointment Reviews
- Annual Reviews
- Sabbatical Leave Requests
- Public Web Profiles
- Database of Faculty Expertise
- Sequential Routing Configuration
- Ability to Pull Administrative Reports on all Activities and Workflows

## 3. Definitions

As used in this Invitation to Negotiate, the following definitions shall be applicable:

**Additional Participating Entities:** means any governmental unit that includes a portion of a municipality, a single municipality, or several municipalities and which is created by law to deliver public services, but which is not a general-purpose governmental unit. Quasi-municipal Corporation or district does not include School Administrative Districts or hospital districts.

**Agreement or Contract:** The written Agreement, if any, executed by the authorized representatives of the University and the selected Respondent that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this ITN, of the respective parties to the arrangement for provision of services.

**Aggrieved Party:** a person who files a written protest in connection with the solicitation or award or the issuance of a written Notice of Intent to Award a contract under the University Pilot Procurement Code and has or may have a pecuniary or other property interest in the award of the contract.

**Award:** The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a selected respondent.

**Best and Final Offer (BAFO):** In a competitive negotiation, the final proposal submitted by a respondent after negotiations have been completed and which contains the respondent's most favorable terms in response to the solicitation.

**Campus:** Louisiana State University and Agricultural & Mechanical College (LSU), a component of the Board of Supervisors of Louisiana State University System under the management of the Louisiana State University and Agricultural & Mechanical College located in Baton Rouge.

**Chief Procurement Officer (CPO):** As used in this ITN is the Assistant Vice President for Procurement and Property Management for LSU.

**Consultant:** Respondent(s) selected to do business with LSU based on this ITN.

**Consulting Partner:** Firm(s) or Respondent(s) selected to do business with LSU based on this ITN.

**Customer Entities:** means the sale of all goods, services, and incentives, provided by Respondent to the University through this Agreement, will be extended to LSU-Baton Rouge, LSU-Alexandria, LSU-Eunice, Pennington Biomedical Research Center, LSU AgCenter & Research Stations, and LSU-Shreveport. Respondent agrees to extend the same goods, services, and incentives to additional LSU campuses not operating under procurement autonomy from the Louisiana legislature with a formal participation agreement.

**Discussions:** For the purposes of this ITN presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit Offers in response to this ITN.

**Entity:** An association, corporation, partnership, limited liability Company, or any other legal entity individual that has legal standing under State Law.

**Fiscal Year:** July 1 through June 30.

**Higher Education Procurement Code:** The rules adopted pursuant to the authority granted by R.S. 17:3139.5.5.c.i, for use by the initial qualifying institution and those institutions operating under the auspices of a shared services model managed by the qualifying institution, in lieu of state procurement statutes when the university procures goods or services or enters other contracts.

**Invitation to Negotiate (ITN):** A competitive solicitation process for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as respondent experience, project plan, design features of the product(s) offered, etc. This ITN

provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. An ITN includes all appendices and exhibits, which are attached and incorporated by reference as set out in this solicitation.

**LaPAC:** The state's online electronic bid posting and notification system resident on State Purchasing's website [[www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp)].

**LSU Board of Supervisors:** The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**Mandatory Requirements:** For purposes of this Solicitation, the terms "**shall**," "**must**," and "**will**" denotes mandatory requirements.

**May:** The term "may" denotes an advisory or permissible action.

**Must:** The term "must" denotes mandatory requirements.

**Negotiation:** Conferring, discussing, or bargaining to reach agreement in business transactions on a potential procurement.

**Non-Responsive Proposal:** A Proposal submitted without the necessary documentation and requirements as set forth in this ITN.

**Proposal:** Document(s) submitted by the responsible Respondent pursuant to the Invitation to Negotiate to meet the needs of the University.

**Respondent:** A firm, organization, or entity, public or private, who responds to this ITN. The successful Respondent responsive to this ITN is described as the Respondent in this document.

**Shall:** The term "shall" denotes mandatory requirements.

**Should:** The term "should" denotes desirable.

**State:** The State of Louisiana.

**Subcontractors:** Providers under contract to Respondent as approved by the University.

**Supplier:** Any person having a contract with a governmental body.

**Respondent:** The party selected by the University to provide the services set forth herein.

**University or LSU:** Louisiana State University and Agricultural & Mechanical College (LSU), located at Baton Rouge and designated as the premier Flagship University for the State, an institution of the Louisiana State University System and under the supervision and management of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**Will:** The term "will" denotes mandatory requirements.

#### **4. Minimum Requirements**

LSU's expectations for the system include the ability to intake data, securely store the data, adequately display information, and facilitate sequential review processes. Respondents are asked to confirm system capabilities in writing and include any additional explanatory notes or contextual information.

At minimum, viable products should meet the following requirements:

- Ability to migrate legacy data from current system to new system.
- Integrate with LSU ERP (Workday) for employee data.
- Integrate with LSU Single Sign On for authorization and access management.
- Ability to configure multiple security roles and access levels.
- Integrate with outside scholarly publication/repositories.

## 5. Scope of Work

In addition to the minimum requirements, please indicate whether or not the system has the following attributes. Please provide as many illustrative descriptions or explanations as possible:

- SaaS Hosted Product
  - Cloud hosted, storage and archive, software updates executed by Respondent, routine backups, disaster recovery, security.
- Licensing structure to enable all users access to the application.
- Enabled for data integrations via Application Programming Interface to facilitate real-time data transfer as opposed to scheduled file loads.
- Enabled for migration of legacy faculty data from legacy systems.
- Ability for department-level users throughout the university to customize workflows and reports to meet college or departmental needs.
- Ability at administrator and/or departmental-level users to customize activity fields.
- Ability to configure committees for committee review and evaluation.
  - At the administrator and departmental manager levels
- Ability to have standard reports available at implementation.
  - NIH Biosketch
  - NSF Biosketch
  - Usage Statistics
  - Database Configuration Summary
  - SACSCOC Faculty Roster
  - SACSCOC Professional Development Summary
  - SACSCOC Credentials Roster
  - ABET
- Ability to export reports and data into multiple file formats (e.g., MS Word or PDF).
- Ability to collect information via numerous methods, including integrations, self-service web imports from external sources (e.g., Google Scholar, Web of Science), and manual entry by users and proxies
  - Applicable to building the faculty C.V. and/or faculty information for web display
- Ability to upload documents
  - Such as PowerPoint files, full text publications, images, audio recordings, video recordings, syllabi, rubrics, assessment instruments, examples of student work
- Role based assignment of access for users
  - Ability to assign appropriate role-based authorization which is restrictive to both visibility and functionality
- Ability for administrators and departmental managers to track user activities and submissions

- Ability to store academic appointments by user-defined faculty types.
- Archiving of data
  - Review information, workflows, faculty data

### 5.1 Proof of Concept Demonstration

In addition to written responses to the “Minimum Requirements” section above, LSU asks Respondents to produce a recorded demonstration (video and audio) of the following concepts, in detail.

- From a faculty-end-user perspective, create a partial C.V.(s) in the system. Provide examples of:
  - Data migrated from existing information system (hypothetical)
  - Data manually entered
    - Explain circumstances that would require manual entry of activity information
  - Data imported from external sources
- Enter Detailed C.V. Activity Examples of:
  - Book
  - Scholarly Article
  - Abstract
  - Book Chapter
  - Conference Paper
  - Technical Report
  - Performance
  - Art Exhibit
  - Article in Popular Media
  - Service Activity
  - Teaching Experience
- Demonstrate the ability to use special characters (i.e., Greek letters), super- and subscripts, and italics in activity information lines
- Manipulate activity information into examples of different C.V. formats
- Export C.V. information into a different file type (e.g., MS Word or Adobe PDF)
- Prepare an example application for promotion/tenure
  - Solicit external letters of recommendation
- Demonstrate the process for a staff person to configure a committee review of application file.
  - Any branching logic
  - Multiple reviewers at one time
  - Ability for staff to monitor application status throughout process
- Show what the P/T application looks like from a department head’s perspective once it has been submitted by the faculty member.
- Demonstrate the ability to save, duplicate, and edit workflow processes.
- Demonstrate the ability to produce public-facing web profiles for individual faculty members.
- Show an example of the production of required faculty information tables for accreditation purposes.

## 5.2 Implementation Plan

### *Incremental Release*

The Respondent must accommodate an incremental release of the product into LSU's production environment. Below are a list of the prioritized features and a broad estimate of the time in which the item needs to be launched into production usage.

Feature(s)	Estimated Timeline
Business Process/Workflow Functionality Available in Production	July – August 2021
Integrations with LSU's Sources of Record and Migration of Legacy Data into new System	August 2021 - November 2021
Sabbatical Leave Request Workflow Launch	September 2021
Implementation of outside scholarly sources of record and Curriculum Vita Repository, Database of Faculty Expertise, Public Web Profiles	October 2021 - November 2021
Annual Review Workflow Launch	December 2021
Promotion and Tenure Reviews, Reappointment Reviews, Administrative Reporting	March 2022

- Please provide any information on an implementation plan, including expected LSU resources as well as resources provided by (Respondent) to LSU.
- Provide descriptions of trainings by (Respondent) to LSU.

## 5.3 Customer Service

Respondent must provide an outline of continued Customer Support after implementation is completed. Respondent must describe the nature in which they will engage with LSU in the following areas:

- First Level Support (e.g., customer works with help desk)
- Second Level Support (e.g., administrator/customer works with product developer)
- Enhancement Requests
- Configuration Requests

Respondent must provide description of the mechanism with which LSU will engage with the support apparatus, the limitations and expectations of the support provided, the ongoing or continual cost of the support, and an explanation of any one-time support costs that could be incurred.

## 6. Contract Term

The initial term of this agreement, commencing April 2021, shall be for three (3) years with the option of two (2) additional one (1) year renewals, if mutually agreed upon in writing, for a total term not to exceed five (5) years.

## 7. Schedule of Procurement Activities

Event	Date	Time
Issue Invitation to Negotiate	2/22/2021	
Proposals due date and time. (Deadline for receiving proposals and any addendum). <i>Proposals received late for whatever reason will not be considered.</i>	3/11/2021	2:00 PM, CST
Respondent Presentations	3/19-22/2021	
Notice of Intent to Award	4/6/2021	

## 8. ITN Coordinator

The ITN Coordinator is the sole point of contact in the UNIVERSITY for this Procurement. All communication between the Respondent and the University upon receipt of this ITN shall be with the ITN Coordinator, as follows:

Stephen Walczak, ITN Coordinator  
Louisiana State University  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
E-Mail: [swalczak@lsu.edu](mailto:swalczak@lsu.edu)  
Phone: 225-578-2176 | Fax: 225-578-2292

Any other communication will be considered unofficial and non-binding on LSU. Communication directed to parties other than the ITN Coordinator may result in disqualification of the Respondent.

## 9. Bid Submittal

This ITN is available in electronic form at the Louisiana Procurement and Contract Network's (LaPAC) website <https://wwwcfprd.doa.louisiana.gov/osp/LaPAC/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the ITN Coordinator with LSU Procurement Services.

It is the Respondent's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. LSU Procurement Services is not responsible for a Respondent's failure to download any addenda documents required to complete this ITN submission.

**NOTE:** To receive the email notification from LaPAC, Respondents must register in the LaGov portal and pay the Respondent fee. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req) and help scripts are available on OSP website under vendor center at <http://www.doa.la.gov/pages/OSP/purchasing/vendorcenter.aspx>

Due to the COVID-19, LSU Procurement Services has suspended in-person attendance at public bid openings conducted by LSU Procurement Services. Therefore, bids must be submitted electronically to LSU Procurement Services until further notice.

**Bids must be emailed to lsubids@lsu.edu** (This email address should be used for bid submissions only). An original and redacted copy (if applicable) must be submitted electronically. When submitting electronically, the solicitation number and title should be listed in the subject line of the email. If you have submitted a bid through USPS, FedEx, UPS, or another mail carrier, it is your responsibility to send an additional copy electronically. Neither physical bids delivered to the Procurement Office nor late bids will be accepted.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

**ITN# 0000001313**  
**Opening Date: 3/11/2021**  
**Opening Time: 2:00 PM CST**

*Respondent is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Late bids cannot be accepted per LAC 34:XIII.515.B.*

Respondents may attend the public bid opening electronically. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished.

Respondent may register to access the electronic, public bid opening in advance:  
<https://lsu.zoom.us/meeting/register/u5Yoc-mtpjwic3qMBbUv2mGXg3EyfFeWww>.

After registering, you will receive a confirmation email containing information about joining the Bid opening.

## **10. Interpretation of ITN**

If Respondent is in doubt as to the meaning of any part or requirement of this solicitation, Respondent may submit a written request for interpretation to the ITN Coordinator at the address and/or fax number shown above. Written inquiries must be received in the Procurement Office no later than 4:30 pm CST four (4) business days prior to the opening of bids and shall be clearly cross referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Respondent as a result of oral discussions with any LSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Procurement Office, and mailed or delivered to all Respondents known to have received the solicitation. LSU shall not be responsible for any other interpretations or assumptions made by Respondent.

## **11. Revisions to the ITN**

In the event it becomes necessary to revise any part of this ITN, revisions will be posted on LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. Notice of an addendum should be sent via e-mail to advise that the addendum is available for download. It is the responsibility of Respondents to check for any addendums. LSU also reserves the right to cancel or to reissue the ITN in whole or in part, prior to execution of an agreement.

## **12. Respondent Presentations**

After the opening of all Proposals received by the closing time and date for accepting Proposals, Respondents may be required, at the request of the University, to make an oral presentation or provide written clarification to their Proposals. Respondent will not be allowed to change Proposal contents or make any Proposal modifications. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the submission. The ITN Coordinator will schedule any such presentations or address any needed written clarifications.

## **13. Acceptance Period**

Proposals must provide 90 days for acceptance by LSU from the due date for receipt of proposals.

## **14. Responsiveness**

All proposals will be reviewed by the ITN Coordinator to determine compliance with administrative requirements and instructions specified in this ITN.

## **15. Authority to Negotiate**

Representatives of the Respondent selected to participate in oral negotiations shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the Respondent's offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected Respondent after the negotiation process has been completed. If the University determines that a company awarded an agreement based on this ITN does not honor all aspects of the agreement reached during the negotiations, the University reserves the right to immediately cancel the award.

Respondent negotiators must enter the negotiations prepared to speak on behalf of the Respondent. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Respondents are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

## **16. Most Favorable Terms**

LSU reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms that the Respondent can propose. LSU does reserve the right to contact a Respondent for clarification of its proposal during the evaluation process. In addition, if the Respondent is selected as the apparent successful Respondent, LSU reserves the right to enter into agreement negotiations with the apparent

successful Respondent, which may include discussion regarding the terms of the proposal. Agreement negotiations may result in incorporation of some or the Respondent's entire proposal. The Respondent should be prepared to accept this ITN for incorporation into an agreement resulting from this ITN. It is also understood that the proposal will become part of the official procurement file.

### **17. Best and Final Offer**

LSU reserves the right to request a "best and final proposal". If contract negotiation is unsuccessful or Respondent fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, or through discovery, cannot provide the services as stated within their proposal, the University may terminate negotiations and begin negotiations with the next Respondent.

### **18. Agreement**

The apparent successful Respondent will be expected to enter into an agreement that is substantially the same as the sample agreement attached as Exhibit B. In no event is a Respondent to submit its own standard agreement terms and conditions in response to this solicitation. The Respondent may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. LSU will review requested exceptions and accept or reject the same at its sole discretion.

### **19. No Obligation to Contract**

This ITN does not obligate the State of Louisiana or LSU to contract for services specified herein.

### **20. Warranty**

The manufacturer's standard published warranty and provisions shall apply unless more stringent warranties are otherwise required by LSU and specified in the solicitation. In such cases, the Respondent and/or manufacturer shall honor the specified warranty requirements and bid prices shall include any premium costs of such coverage.

Respondent guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save LSU harmless.

### **21. Proposal Contents**

The four major sections of the proposal are to be submitted in the order noted below:

- Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this ITN).
- Technical Proposal - Submittals are to address the scope of work in sufficient breadth and depth for LSU to make an informed comparison among the Respondents.
- Management Proposal - Submittals are to contain information about the Respondent and support staff who would work on the project and include a list of all major clients within the last five years for which the firm has provided similar services to those requested. Include the dates of the projects (begin/end), the results of the projects and the names, addresses and phone numbers of contacts for these projects.

- Cost Proposal - The cost proposal must include annual subscription/licensing fees, software implementation fees (including any travel-related expenses), and any annual customer service/support fees.

Items in this section marked “mandatory” must be included as part of the response for the proposal to be considered responsive; these items are considered as a factor of award to the most favorable respondent meeting the needs of the university.

### **21.1 Letter of Submittal**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this ITN) should be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the Proprietor if a sole proprietorship.

- Identify any State employees or former State employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Respondent’s organization. If following a review of this information, it is determined by LSU that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of an agreement.

### **21.2 Technical Proposal (MANDATORY)**

In the technical summary the Respondent should provide *detailed* information regarding the company and services offered. The summary should include information regarding the financial status and current economic conditions of the company, general staffing and organization structure, experience providing the services.

This section should state Respondent’s knowledge and understanding of the needs and objectives related to the scope of this ITN. The Respondent should relate this knowledge and understanding to the overall Scope of Work as requested in this ITN.

The practicality of the execution of each stage of the project will be examined. The Respondent should provide a detailed breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives while maintaining quality will be considered as well as the Respondent’s organizational approach. Proposals should define Respondent’s functional approach in providing services and identify the tasks necessary to meet the ITN requirements.

### **21.3 Management Proposal (MANDATORY)**

In the management summary, the Respondent should provide detailed information regarding the company and services offered. The summary should include information regarding the financial status and current economic conditions of the company, general staffing and organization structure, experience providing the services.

#### **21.3.1 Project Management**

##### **Project Team Structure/Internal Controls**

Provide a description of the proposed account team and internal controls to be used during the course of the contract, including any subcontractors. Provide an organizational chart of your company for personnel involved in performance of this

Agreement. Include who within the firm will have prime responsibility and final authority for the work.

#### **Staff Qualifications/Experience**

Identify staff, including subcontractors, who will be assigned to the potential agreement, indicating the responsibilities and qualifications of such personnel. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Any staff substitution must have the prior approval of LSU.

#### **21.3.2 References**

List names, addresses, telephone numbers, and e-mail addresses of five (5) business references for which similar work has been accomplished, of which three (3) should be in the area of higher education/government agencies, and briefly describe the type of service provided. The Supplier must grant permission to LSU to contact the references. Do not include current LSU staff as references. References will be contacted for the top-scoring proposal(s) only.

Include a list of contracts the Supplier has had during the last 5 years that relate to the Supplier's ability to perform the services needed under this ITN. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses.

#### **21.3.3 Related Information (MANDATORY)**

1. If the Supplier or any subcontractor contracted with the state of Louisiana during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Supplier's staff or subcontractor's staff was an employee of the State of Louisiana during the past 24 months, or is currently a Louisiana State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Supplier has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Supplier's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Respondent, or (b) litigated and such litigation determined that the Respondent was in default.

#### **21.4 Cost Proposal (Mandatory)**

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this ITN.

#### **21.4.1 Identification of Costs**

Respondent shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Invitation to Negotiate.

The proposed pricing model must be representative of the contract pricing for a complete three (3) year contract term.

1. Annual Subscription/Licensing Fees
  - a. List any and all fees billed to the University on an annual basis for the subscription/licenses of the software.
2. Implementation Service Fees
  - a. List any and all fees billed to the University for implementation services of the software in accordance with the implementation schedule identified in Section 4.2 of the Scope of Work.
  - b. If any Travel will be required for implementation, identify and list the estimated fees.
3. Customer Service/Support Fees
  - a. List any and all fees billed to the University on an annual basis for customer service/support.

## **22. Rejection of Proposals**

Issuance of this ITN in no way constitutes a commitment by the University to award a contract/agreement. The University reserves the right to accept or reject any or all responses to a solicitation, in whole or in part, and to award by items, parts of items, or by any group of items specified.

In accordance with the provisions of LAC 34: XIII.1305, the University reserves the right to reject any or all responses to a solicitation from respondents that are an entity, or are principal individuals within an entity, which has been convicted of a felony or any misdemeanor involving moral turpitude.

## **23. Method of Award**

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible respondent whose proposal is determined to be the most advantageous to LSU, taking into consideration the following evaluation criteria listed below. Pricing will be a considered, however, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The agreement will consist of the University's ITN, the proposal with any and all revisions, award letter, and the signed agreement between the parties, as stated in that agreement.

### **23.1 Evaluation**

Respondent proposals will be evaluated based upon how well each Respondent's proposal response meet the University's requirements. Specific consideration will be given to the following criteria in no particular order or weighting:

- Technical Proposal
- Management Proposal

- Cost Proposal
- Compliance with T&C's

Only complete respondent proposals will be evaluated and considered.

### **23.2 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any respondent or respondents to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive respondent or respondents without further discussion, negotiation, or prior notice.

The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of consultant default, non-performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the agreement period.

### **23.3 Pre-Award Presentations**

The University reserves the right to require presentation from any and all respondents, in which they may be asked to provide, or they may provide information in addition to that provided in their proposals.

### **23.4 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and University's recommendation for award, LSU Procurement will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. This Notice of Intent to Award will start the protest period for any aggrieved parties.

LSU Procurement will also notify all unsuccessful Respondents when the Notice of Intent to Award is issued.

### **23.5 Debriefing of Unsuccessful Respondents**

Debriefings may be scheduled by the participating Respondents after the "Notice of Intent to Award" has been issued by scheduling an appointment with the ITN Coordinator.

### **23.6 Right to Protest**

Any person aggrieved by the proposed Notice of Intent to Award has the right to submit a protest in writing, in accordance with LAC 34: XIII. §1503, to the Chief Procurement Officer (CPO).

## **24. Veteran and Hudson Initiatives**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Respondents are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>.

If a Respondent is not a certified small entrepreneurship as described herein but plans to use certified small entrepreneurship(s), Respondent shall include in their Proposal the names of their certified

Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s) using the form provided in Exhibit D, a description of the Work each will perform, and the dollar value of each subcontract.

During the term of the agreement and at expiration, the Respondent will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (Louisiana R.S. 39:2171 et. seq.) concerning the Veteran Initiative and the statutes (Louisiana R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://legis.la.gov/lss/lss.asp?doc=671504>. The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/default.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Respondent Portal:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. Only the businesses on that list will be used for evaluating.

## **25. Acceptance of Bid**

Only the issuance of an official LSU purchase order/contract, a Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. LSU shall not be responsible in any way to a Respondent for goods delivered or services rendered without an official purchase order/contract or award letter.

## **26. Payment**

### **26.1 Electronic Payments**

Supplier must be able to conduct eProcurement transactions on the Workday platform, Punch-Out Catalog and electronic invoicing (cXML format), and must be able to process Automated Clearing House (ACH) payment transactions or ePayables for payment.

Supplier is expected to enroll in either the Bank of America PayMode or ePayables system.

The PayMode system require the supplier to accept electronic Automated Clearing House "ACH" payment transactions. Information and enrollment materials can be found at <http://www.paymode.com>. A Bank of America account is not required to enroll in PayMode.

OR

The ePayables system requires the Supplier to accept “ePayables ghost card” payments for settlement of invoices. ePayables is available to any supplier capable of accepting VISA credit card payments.

## **26.2 Payment Terms**

Supplier must select one of the following payment terms as a part of their proposal:

- a. 2% 10 Days, Net 30
- b. 1% 20 Days, Net 30
- c. Net 30

## **26.3 Late Payments**

Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

## **27. Non-Negotiable Contract Terms**

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this ITN. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, discrimination clause, accessibility, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The Respondent needs to address the specific language in the sample agreement and submit their Proposal with any exceptions or exact agreement deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of Agreement provisions that are non-negotiable.

## **28. Taxes**

Respondent is responsible for including all applicable taxes in the bid price. LSU is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

## **29. Assignment of Contract/Contract Proceeds**

Respondent shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Procurement Office. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by LSU in any dispute arising therefrom.

## **30. Right to Piggyback**

Respondent agrees to offer and extend all goods, services and incentives provided through this ITN to LSU-Baton Rouge, LSU-Alexandria, LSU-Eunice, Pennington Biomedical Research Center, LSU AgCenter & Research Stations, and LSU-Shreveport. Respondent agrees to extend the same goods, services, and incentives to additional LSU campuses not operating under procurement autonomy from the Louisiana legislature. The additional LSU campuses are required to be added by mutual agreement of the Parties via Participation Agreement (Exhibit C) to the resulting Agreement (Exhibit B), with a copy sent to Louisiana State University for reporting and audit purposes.

### **31. Additional Participating Entities**

Respondent agrees to offer and extend all goods and services provided through this ITN to any governmental unit that includes a portion of a municipality, a single municipality or several municipalities and which is created by law to deliver public services, but which is not a general-purpose governmental unit. Quasi-municipal corporation or district does not include School Administrative Districts or hospital districts. All Additional Participating Entities are required to sign the Participating Agreement located in Exhibit C.

### **32. Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

### **33. Discrimination Clause**

By submitting and signing this bid, Respondent agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Respondent agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by Respondent, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

### **34. Mutual Indemnification**

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

### **35. Certification of No Suspension or Debarment**

By signing and submitting this bid, Respondent certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at [www.sam.gov](http://www.sam.gov).

### **36. Right to Audit**

The University shall be entitled to audit the books and records of a Respondent or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Respondent for a period of five (5) years from the date of final payment

under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34: XIII.1603.

### **37. Diverse Respondent**

Respondent understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts.

- In support of this commitment, the Respondent shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying agency in a diverse category, as a subcontractor or Respondent under this agreement.
- If applicable, Respondent shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide, or supply and the value of the goods or services procured from the businesses included on Respondent's list.
- To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

### **38. Accessibility**

Respondent agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS 30 (Student Privacy Rights), PS 113 (Social Security Number Policy), PS 114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Respondent shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Respondent also agrees that security breaches, or incidents shall be reported immediately to the University.

Respondent must provide a VPAT and HECVAT to attest to fitness of application from an accessibility and security standpoint.

### **39. Data Security and Privacy**

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with LSU departments, Respondents and other governmental agencies to facilitate procurement transactions. This data will be retained according to LSU's retention schedule. To learn more about privacy at LSU, please see the LSU Privacy Statement.

All data, including personally identifying information, financial account information, or other personal information collected, obtained or transmitted to Respondent or subcontractor in connection with this Contract shall be protected and secured in accordance with federal, state and local law. Respondent agrees to comply with all applicable laws, regulations, and University policies, including,

but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Respondent shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Respondent also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

- The obligations of Respondent or subcontractor under this Section shall survive the termination of this contract.
- Respondent agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Respondent. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this contract without notice.

If, during the course of the performance, administration, or maintenance of this agreement, or any extension or renewal thereof, Respondent acquires, uses, or otherwise obtains access to "Data" as defined in LSU Policy Statements PS 06.20 on Security of Data and PS 06.25 Privacy of Computing Resources, incorporated herein, then LSU and Respondent agree that all of the terms and conditions of these policies shall apply. More information on LSU's Data Security policies can be found at: [https://www.lsu.edu/it\\_services/its\\_security/it\\_policies/lsu-policies.php](https://www.lsu.edu/it_services/its_security/it_policies/lsu-policies.php).

#### **40. Compliance with Applicable Law**

Respondent will comply with all federal, state, and local laws appertaining to its business conducted under the Agreement, including the Higher Education Procurement Code (LAC 34:XIII.2303); Louisiana Code of Governmental Ethics (La. R.S 42:1101), and will conform to University's business policies and practices.

Respondent shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy. During the performance of this Agreement, the Respondent must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, sexual orientation, age, disability or veteran status. See, e.g., The Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1975, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran's Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Fair Housing Act of 1968, The Americans With Disabilities Act of 1990 and Executive Order 11246, as amended. Any act of discrimination committed by Respondent, or failure to comply with these statutory obligations

when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

The University represents and warrants that it shall have and maintain a business associate agreement and confidentiality agreement in connection herewith with such third-party Respondents.

#### **40.1 HIPAA/FERPA Compliance**

Respondent agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA). Proposals should outline compliance with HIPAA/FERPA regulations.

### **41. Insurance Requirements**

The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (henceforth referred to as "University") requires Respondents to procure the below minimum limits. The insurance must be maintained for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the Respondent's financial responsibilities as outlined in the agreement's Indemnification requirements. Therefore, the Respondent may opt to have broader coverage and limits to satisfy its financial obligations.

#### Workers' Compensation

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Respondent is exempt from workers' compensation or fails to provide appropriate coverage, then the Respondent is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

#### Commercial General Liability (CGL)

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

#### Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

#### Excess Insurance

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

## Information Security and Privacy Insurance

In addition to the types of insurances and limits required by contract, Respondent shall maintain the following insurance types and limits:

1. Professional Liability (Errors and Omissions), including Network Security and Privacy Liability with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
2. Cyber Liability including third party coverage for privacy breach, including for notification assistance as required by Louisiana law with a minimum limit of \$2,000,000 per occurrence with a \$4,000,000 aggregate.
3. The above insurances and limits should include coverage for the following risks:
  - a. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
  - b. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
  - c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

## **Other Insurance Requirements**

### *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

### *Additional Insured Status*

The University is to be listed as an Additional Insured on both Commercial General Liability (must provide additional insured status for both ongoing and completed operations using an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used) and Automobile Liability. See Verification of Coverage section on how the University should be listed as an Additional Insured.

### *Waiver of Subrogation*

All insurances shall include a waiver of subrogation/recovery in favor of the University.

### *Primary and Non-contributory coverage*

The Respondent's insurance coverage shall be primary insurance as respects to the University for any claims related to work performed for or on behalf of the University or related to an agreement/purchase order. Any applicable insurance or self-insurance maintained by the University shall be excess of the contractor/Respondent's insurance and shall not contribute with it.

### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Respondent to provide proof of ability to pay losses, related investigations, claim administration, and defense expenses within the deductible or retention.

#### *Verification of Coverage*

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University  
and Agricultural & Mechanical College  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Respondent's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

#### *Special Risks or Circumstances*

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **42. Termination**

### **42.1 Termination of the Contract for Cause**

The University may terminate the contract for cause based upon the failure of the Respondent to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the University shall give the Respondent written notice specifying the Respondent's failure. If within thirty (30) days after receipt of such notice, the Respondent shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Respondent in default and the contract shall terminate on the date specified in such notice.

The Respondent may exercise any rights available under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the contract, provided that the Respondent shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

### **42.2 Termination of the Contract for Convenience**

The University may terminate the contract at any time by giving thirty (30) days written notice to the Respondent of such termination or negotiating with the Respondent an effective date.

The Respondent shall be entitled to payment for deliverables in progress, to the extent work has been performed in accordance with the contract.

#### **42.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **43. Code of Ethics**

The Respondent acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. Seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The Respondent agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

#### **44. Governing Law**

All activities associated with this ITN process shall be interpreted under Louisiana Law. All Proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, the Higher Education Procurement Code (LAC 34:XIII), purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITN.

## EXHIBIT A: Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related agreement(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by LSU without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Louisiana whose duties relate (or did relate) to this proposal or prospective agreement, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that LSU will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of LSU, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Respondent or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample agreement. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant LSU the right to contact references and others, who may have pertinent information regarding the Respondent's prior experience and ability to perform the services contemplated in this procurement.

*Note: If submitted electronically, include the following:*

*On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.*

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Signature of Respondent

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Print Name

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Title

Date

## EXHIBIT B: Sample Agreement



### BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON ROUGE

This Agreement ("Agreement") is made and entered into by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE** (hereinafter referred to as "LSU" or "University"), a public constitutional corporation organized and existing under the laws of the State of Louisiana and **SUPPLIER'S NAME ADDRESS, CITY, STATE, ETC.** (hereinafter referred to as "Supplier").

#### ARTICLE I

##### TERM

- 1.0** The term of this Agreement shall be for (xx) years, commencing on \_\_\_\_\_ ("Begin date") and ending on the day immediately preceding the (xx) anniversary of the Begin date ("End date"). This Agreement may be extended for (xx) additional (xx) month periods, subject to the mutual Agreement of LSU and Supplier.

#### ARTICLE II

##### SCOPE OF SERVICES

- 2.0** In accordance with the specifications outlined in the ITN document, Exhibit A of this agreement provides the scope of services, tasks, and deliverables the University requires of the Supplier.

#### ARTICLE III

##### SUPPLIER OBLIGATIONS

- 3.0** Supplier Personnel Requirements
- 3.1** Supplier shall be required to provide all management and other personnel necessary for performance of its rights and obligations under the Agreement at its own expense and at no cost to the University. Employment conditions governing Supplier employees shall be as determined by Supplier.
- 3.2** Supplier shall conduct and possess a current background check on all employees, whether full or part-time. A deficiency shall result if an employee of the Supplier cannot produce a background check for the employee or the employee does not pass a background check. This may result in the removal of the employee from LSU.
- 3.3** The University reserves the right to request immediate removal of any personnel for conduct which is determined to be not in the best interest of the University subject to Supplier's Termination policy and procedure provided that such termination is in accordance with all applicable laws and any collective bargaining agreements.
- 3.4** Supplier shall provide a letter certifying that criminal history checks have been conducted on all employees providing service, as well as requiring that Non-profit Organizations have proper background certifications. As team members are added

throughout Agreement term, an updated letter must be provided. An updated letter will be required every year, at Agreement extension, for all team members, and any additional staff members that may be used. The criminal history check information must be maintained on file by the Supplier, and LSU reserves the right to request copies of the criminal history checks at any time. The Supplier shall be required to adhere to all University policies. All Supplier employees shall wear identification tags provided by Supplier.

- 3.5 None of the work or services covered by this Agreement shall be subcontracted without prior approval of University. Supplier may, at its expense and with University approval adopt a program to enter into subcontract arrangements with various local community service clubs and other non-profit organizations to staff certain concession stands at athletic events. Such approval shall not be unreasonably withheld by the University, and communication of the University's final decision will be communicated to Supplier within seven days. In the event that approval is not given with seven days, proposed subcontract will be deemed approved by University. Supplier will ensure any representatives of such clubs and organizations will be suitably uniformed, trained and supervised in accordance with the requirements otherwise imposed hereunder on Aramark with regard to its employees.

#### **ARTICLE IV** **UNIVERSITY OBLIGATIONS**

##### **4.0** University Obligations

- 4.1 The University will provide at least a 30 days' notice for quarterly, semi-annual, or annual business reviews.

#### **ARTICLE V** **CONTRACT MODIFICATIONS**

##### **5.0** Contract Modifications

- 5.1 No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
- 5.2 Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Supplier change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **ARTICLE VI** **FUND USE**

- 6.0 Supplier agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana

Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **ARTICLE VII**

### **HEADINGS**

- 7.0** Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

## **ARTICLE VIII**

### **DIVERSITY**

**8.0** Diverse Suppliers

- 8.1** Supplier understands that LSU, as the state's flagship university, has an interest in providing entrepreneurial opportunities to diversity-owned businesses. The university is dedicated to promoting the growth and development of minority, women, and small and historically underutilized businesses ("Diverse Businesses") by providing opportunities to participate in university contracts.

8.1.1 In support of this commitment, the supplier shall use good faith and best efforts to provide opportunities to Diverse Businesses that are either certified by the state or another certifying entity in a diverse category, as a subcontractor or supplier under this agreement.

8.1.2 If applicable, supplier shall provide LSU with a list of diversity-owned businesses during each contract year, the list of businesses should identify: (1) the name of the business; (2) its principal office or address; (3) the owner(s); and (4) the services or goods that it may provide or supply and the value of the goods or services procured from the businesses included on supplier's list.

8.1.3 To the extent that any federal or state law, rule, or regulation would require that this section be modified or voided, the parties agree that such provision can be amended or severed from the agreement without affecting any of the other terms of the agreement.

## **ARTICLE IX**

### **TERMINATION**

**9.0** Termination

- 9.1** Termination for Cause: The University may terminate this Agreement for cause based upon the failure of Supplier to comply with the terms and/or conditions of the Agreement provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within thirty (30) days after receipt of such notice, the Supplier shall not have either corrected such failure or, in the case which cannot

be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Agreement shall terminate on the date specified in such notice.

The Supplier may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this Agreement, provided that the Supplier shall give the University written notice specifying the University's failure. If within thirty (30) days after receipt of such notice, the University shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Supplier may, at its option, place the University in default and the Agreement shall terminate on the date specified in such notice.

- 9.2 Termination for Convenience: The University may terminate this Contract at any time by giving thirty (30) days written notice to the Supplier of such termination or negotiating with the Supplier an effective date. Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 9.3 Termination for Non-Appropriation of Funds: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **ARTICLE X**

### **OWNERSHIP**

#### **10.0 Ownership**

- 10.1 All records, reports, documents, or other material related to this contract and/or obtained or prepared by Supplier in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Supplier to University, at Supplier's expense, at termination or expiration of this contract.

## **ARTICLE XI**

### **INDEMNIFICATION**

#### **11.0 Indemnification**

- 11.1 Neither party shall be liable for any delay or failure in performance beyond its control

resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

- 11.2 Supplier shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Supplier, its agents, employees, partners or Subcontractors in the performance of this contract, without limitation; provided, however, that the Supplier shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.
- 11.3 Supplier will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Supplier: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Supplier's sole expense, and (iii) assistance in the defense of any such action at the expense of Supplier. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Supplier, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
- 11.4 The Supplier shall not be obligated to indemnify that portion of a claim or dispute based upon: i) University's unauthorized modification or alteration of a Product, Material, or Service; ii) University's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Supplier; iii) University's use in other than the specified operating conditions and environment.
- 11.5 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Supplier believes that it may be enjoined, Supplier shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.
- 11.6 The University may, in addition to other remedies available to them at law or equity and upon notice to the Supplier, retain such monies from amounts due Supplier, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against

them.

**ARTICLE XII**  
**UNIVERSITY NAME AND LOGO USE**

- 12.0** The Supplier agrees that it will not advertise nor promote any connection with the University, the University Board of Supervisors or use any identifying marks or property nor make representation, either expressed or implied, as to the University's promotion or endorsement of the Supplier unless it has received prior written consent from the University.

**ARTICLE XIII**  
**WAIVER**

- 13.0** Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

**ARTICLE XIV**  
**TAXES**

- 14.0** Supplier agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

**ARTICLE XV**  
**DISCRIMINATION CLAUSE**

- 15.0** The Supplier agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**ARTICLE XVI**  
**LICENSES AND PERMITS**

- 16.0** Supplier shall secure and maintain all licenses and permits and pay inspection fees required to do the work required to complete this contract, if applicable.

**ARTICLE XVII**  
**SEVERABILITY**

- 17.0** If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are

declared severable.

#### **ARTICLE XVIII** **SUBCONTRACTORS**

- 18.0** The Supplier may enter into subcontracts with third parties for the performance of any part of the Supplier's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Supplier to the University for any breach in the performance of the Supplier's duties. The Supplier will be the single point of contact for all Subcontractor work.

#### **ARTICLE XIX** **INSURANCE**

- 19.0** Supplier shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Suppliers, agents, representatives, or employees.

##### **Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Supplier/vendor is exempt from workers' compensation or fails to provide appropriate coverage, then the Supplier /vendor is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

##### **Commercial General Liability (CGL)**

Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

##### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

##### **Excess Insurance**

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

##### **Other Insurance Requirements**

##### **Additional Insured Status**

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20

37 forms with edition date 2004 if later revisions used). See Verification of Coverage section on how the University should be listed as an Additional Insured.

#### **Waiver of Subrogation/Recovery**

All insurances shall include a waiver of subrogation/recovery in favor of the University.

#### **Primary Coverage and Limits of Insurance**

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the Supplier's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Supplier's insurance and shall not contribute with it.

#### **Subcontractors**

Subcontractors of the Supplier shall be subject to all of the requirements stated herein. Supplier shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the Supplier copies of subcontractors' certificates.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Supplier to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

#### **Verification of Coverage**

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University  
and Agricultural & Mechanical College  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Supplier's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

### **Special Risks or Circumstances**

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **ARTICLE XX** **PAYMENT TERMS**

### **20.0**      Payment Terms

- 20.1      The University shall pay Supplier for goods and services rendered in accordance with the Respondent's selection set forth in Section 25 of the ITN. Payments will be made by University check or electronic funds transfer within approximately sixty (60) days after receipt of a properly executed invoice, and approval by University. Invoices submitted without supporting documentation will not be approved for payment until the supporting information is provided.
- 20.2      Interest due by the University for Late Payments shall be in accordance with R.S. 39:1695 and 13:4202.

## **ARTICLE XXI** **SUBSTITUTION OF PERSONNEL**

- 21.0**      If, during the term of this contract, the Supplier or Subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Supplier that every reasonable attempt shall be made to assign the personnel listed in the Supplier's proposal.

## **ARTICLE XXII** **NOTICES**

- 22.0**      All notices, statements and payments provided for herein shall be in writing and deemed given if given in person or sent postage paid via registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including without limitation courier delivery, all fees prepaid, to the parties at the addresses given below or such other addresses as either party may designate to the other, and shall be deemed to have been given at the time it is sent addressed to the parties as set forth below:

### **If to LSU:**

Sally McKechnie, CPO  
Assistant Vice President for Procurement & Property Management  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803

Telephone: 225-578-2176  
Fax: 225-578-2292

With copy to:

Stephen Walczak  
Sr. Strategic Sourcing Analyst  
LSU Procurement  
213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Telephone: 225-578-2176  
Fax: 225-578-2292  
Email: [swalczak@lsu.edu](mailto:swalczak@lsu.edu)

#### **ARTICLE XXIII** **ASSIGNMENT**

- 23.0** The Parties shall not assign this Agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the other Party; provided, however, Supplier shall be permitted to assign its interest in and to the Agreement to an affiliate of subsidiary of Supplier. In the event Supplier assigns its interest in and to the Agreement to an affiliate, Supplier shall remain liable for the performance of Supplier's obligation pursuant to the Agreement. All Agreements and stipulations herein contained, and all obligations assumed in the Agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

This provision shall not be construed to prohibit either Party from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the non-assigning Party.

#### **ARTICLE XXIV** **CODE OF ETHICS**

- 24.0** The Supplier acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Supplier agrees to immediately notify the University if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

#### **ARTICLE XXV** **CONFIDENTIALITY**

- 25.0** All financial, statistical, personal, technical and other data and information relating to the University's operations which are designated confidential by the University and made available to the Supplier in order to carry out this contract, shall be protected by the Supplier from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such

confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the Supplier. If the methods and procedures employed by the Supplier for the protection of the Supplier's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The Supplier shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Supplier's possession, is independently developed by the Supplier outside the scope of the contract or is rightfully obtained from third parties.

**ARTICLE XXVI**  
**INFORMATION SECURITY**

- 26.0** Supplier represents they are committed to promoting and improving accessibility of all their products as required in the Louisiana State University Policy Statement 31 ([https://lsu.edu/policies/ps/ps\\_31.pdf](https://lsu.edu/policies/ps/ps_31.pdf)) and will remain committed throughout the term of this agreement. If the products and/or services are not in conformance with all applicable federal and state disability laws, policies, and regulations, supplier shall use reasonable efforts to update the products and/or services to ensure conformance as soon as possible. In the event any issues arise regarding supplier's compliance with applicable federal or state disability laws, policies, and regulations, the University will send communications to the supplier regarding the complaint, and supplier shall assign a person with accessibility expertise to reply to the University within two business days. Failure to confirm with this requirement shall be justification to cancel agreement/contract for cause.

**ARTICLE XXVI**  
**INFORMATION SECURITY**

- 27.0** Supplier agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Supplier shall implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Supplier also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

**ARTICLE XXVII**  
**CONTRACT CONTROVERSIES**

- 28.0** Any claim or controversy arising out of this contract shall be resolved by the University Pilot Procurement Code, LAC 34:XIII.1503.

**ARTICLE XXVIII**  
**RIGHT TO AUDIT**

- 29.0** The State Legislative auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

**ARTICLE XXIX**  
**SECURITY**

- 30.0** Supplier's personnel will comply with all security regulations in effect at the University's premises, and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Supplier, accordingly. Supplier is responsible for promptly reporting to the University any known breach of security.

**ARTICLE XXX**  
**COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 31.0** The Supplier agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Supplier agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Supplier agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Supplier, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**ARTICLE XXXI**  
**ANTI-KICKBACK CLAUSE**

- 32.0** The Supplier hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Supplier or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**ARTICLE XXXII**  
**CLEAN AIR ACT**

- 33.0** The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**ARTICLE XXXIII**  
**ENERGY POLICY AND CONSERVATION ACT**

- 34.0** The Supplier hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the University energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE XXXIV**  
**CLEAN WATER ACT**

- 35.0** The Supplier hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

**ARTICLE XXXV**  
**ANTI-LOBBYING AND DEBARMENT ACT**

- 36.0** The Supplier will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

**ARTICLE XXXVI**  
**GOVERNING LAW**

- 37.0** This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana

**ARTICLE XXXVII**  
**SEVERABILITY**

- 38.0** If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

**ARTICLE XXXVIII**  
**COMMENCEMENT OF WORK**

- 39.0** No work shall be performed by Supplier and the University shall not be bound until such time as this Contract is fully executed between the University and the Supplier and all required approvals are obtained.

**ARTICLE XII**  
**COMPLETE CONTRACT**

- 40.0** This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**ARTICLE XI**  
**ORDER OF PRECEDENCE**

- 41.0** The Invitation to Negotiate (ITN), dated \_\_\_\_\_, and the Supplier's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the ITN and/or the Supplier's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the ITN and finally, the Supplier's Proposal.

BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND MECHANICAL  
COLLEGE

BY: \_\_\_\_\_  
Sally McKechnie, CPO  
*Assistant Vice President for Procurement &  
Property Management*

SUPPLIER'S NAME

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## EXHIBIT C: Sample Participation Agreement

### LOUISIANA STATE UNIVERSITY PARTICIPATION AGREEMENT

BETWEEN

AND

Respondent

This Participation Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ ("**Effective Date**") by and between \_\_\_\_\_ ("**Participant**") and Respondent, located at Address, City, State Zip Code.

**WHEREAS**, on \_\_\_\_\_, Respondent and Board of Supervisors of Louisiana State University and A&M College (the "**University**") entered into the Faculty Activity Reporting and Review System Agreement titled "Contract for LSU Solicitation # ITN-0000001313 - Invitation to Negotiate for Faculty Activity Reporting and Review System", including all exhibits, schedules and amendments thereto (the "**Master Agreement**"), which permits a member of the Louisiana State University System, other than the University, to purchase goods and services in accordance with the terms and conditions set forth in the Master Agreement.

**WHEREAS**, Participant is eligible to purchase under the Master Agreement and desires to obtain such services from Respondent as its primary Respondent in accordance with the terms and conditions of the Master Agreement and this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the agreement referenced, the parties hereto agree to the following terms and conditions:

1. **INCORPORATION OF MASTER AGREEMENT.**

The purpose of this Agreement is to allow Participant to purchase goods and services from Respondent at the prices as set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement, conflict with any terms and conditions of this Agreement (the "Supplemental Terms"), the Supplemental Terms shall prevail. Capitalized terms not otherwise defined in this Agreement shall have the same meaning as set forth in the Master Agreement.

2. **TERM AND TERMINATION.** This Agreement will commence on the Effective Date and will be effective for the Term, unless terminated in accordance with this Section 4. Thereafter, this

Agreement shall automatically renew concurrent with the renewal of the Master Agreement (each a Renewal Term as defined herein) until and unless either party gives notice of termination in accordance with this Section Notwithstanding the foregoing, in the event the Master Agreement is terminated for any reason, this Agreement shall also be deemed terminated as of the effective date of termination of the Master Agreement. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice.

**3. PAYMENT TERMS.**

Respondent shall submit to Participant on a monthly basis an invoice for all purchases made by Participant hereunder. Respondent shall have the right to establish the credit limit of Participant and Respondent shall have the right to lower such credit limit if necessary, for any of the following circumstances: (a) Participant is delinquent in making payments to Respondent; or (b) in Respondent's reasonable opinion, Participant's credit standing becomes impaired or reasonably unsatisfactory to Respondent. Respondent will provide The Board of Supervisors of Louisiana State University and A&M College with an annual accounting of the spend of each campus participant.

**4. NOTICES.**

Respondent will deliver a fully executed copy of this agreement to The Board of Supervisors of Louisiana State University and A&M College. All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

If to Respondent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

If to Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

With a copy to:

Board of Supervisors of Louisiana State University and A&M College

213 Thomas Boyd Hall  
Baton Rouge, Louisiana 70803  
Attn: Sally McKechnie, Assistant Vice President  
Procurement & Property Management

**ASSIGNMENT.**

Neither party may assign this Agreement without the prior written consent of the other party, except that Respondent may assign this Agreement to any of its subsidiaries or affiliates in the event that the Master Agreement is also assigned to the same subsidiary or affiliate.

**5. GOVERNING LAW**

The terms of this Agreement shall be governed by Louisiana Law. The proper venue for any dispute arising out of this agreement shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**IN WITNESS WHEREOF** the parties have caused their duly authorized representatives to execute this Participation Agreement as of the Effective Date.

**RESPONDENT**

**[NAME OF PARTICIPANT]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D: Veterans/Hudson Initiative Verification Form

The following section must be completed in order to be considered. All supporting documentation (per instructions located in Section 2.29) must be submitted with the proposal clearly labeled within this section. Failure to submit this form for verification of Veterans/Hudson certification will result in no consideration.

1. Respondent is a certified small entrepreneurship. **YES** **NO**

If yes, provide Certificate Number and any supporting documentation:

Certification Number: \_\_\_\_\_

2. Respondent is not a certified small entrepreneurship but has already actually engaged one or more certified small entrepreneurship to participate as subcontractors or distributors.  
**YES** **NO**

If yes, then list the certified entrepreneurship below and provide clearly labeled supporting documentation:

a. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

d. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

e. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

**3. Respondent made “good faith” efforts to subcontract with certified small entrepreneurships.**

**YES**

**NO**

If yes, then supporting documentation must be clearly labeled and attached.

a. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Certification Number: \_\_\_\_\_

## EXHIBIT E: Federal Debarred List Certification

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

\_\_\_\_\_  
(Date)

Louisiana State University A&M College  
Procurement Services  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) *(check one)* **Are ( )** or **are not ( )** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non- Procurement Programs) can be found at <https://www.sam.gov/index.html/#1#1>.)

(B) *(check one)* **Have ( )** or **have not ( )**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) *(check one)* **Are ( )** or **are not ( )** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror *(check one)* **has ( )** or **has not ( )**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) (a) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)